

THE JUDICIARY, STATE OF HAWAII

REQUEST FOR PROPOSAL
NO. J10116

TO PROVIDE REMOTE SYSTEMS PROGRAMMING AND SUPPORT
SERVICES FOR THE Z9 MAINFRAME INFRASTRUCTURE.

THIS INCLUDES, SYSTEM SUPPORT,
ADMINISTRATION SUPPORT, CONSULTATION, INSTALLATION,
CONFIGURATION, MAINTENANCE, SYSTEMS PROJECT SUPPORT
AND TRAINING SERVICES TO
THE JUDICIARY, STATE OF HAWAII

February 18, 2010

NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: jonathan.h.wong@courts.state.hi.us

Provide the following information:

Name of Company	·	Mailing Address	·	Name of Contact Person
Telephone Number	·	FAX number	·	E-mail Address
Solicitation Number	·	FedEx (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)		

THE JUDICIARY, STATE OF HAWAII HONOLULU, HAWAII

REQUEST FOR PROPOSALS NO. J10116

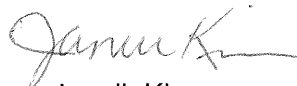
Competitive sealed proposals are requested **TO PROVIDE REMOTE SYSTEMS PROGRAMMING AND SUPPORT SERVICES FOR THE Z9 MAINFRAME INFRASTRUCTURE. THIS INCLUDES, SYSTEM SUPPORT, ADMINISTRATION SUPPORT, CONSULTATION, INSTALLATION, CONFIGURATION, MAINTENANCE, SYSTEMS PROJECT SUPPORT AND TRAINING SERVICES TO THE JUDICIARY, STATE OF HAWAII.** Proposals will be received at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale (District Court Building)
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

up to **March 23, 2010, 2:00 P.M. HST.**

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under "General Information", "Business with the Judiciary" and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Request for Proposal may be directed to Philip Trujillo of the Judiciary Information Technology and Communications Division at (808) 538-5369, email philip.trujillo@courts.state.hi.us; other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email jonathan.h.wong@courts.state.hi.us.



Janell Kim
Financial Services Administrator

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GENERAL CONDITIONS
PROCEDURAL REQUIREMENTS
PUBLICATION 1, INFORMATION ON TAXES
TAX CLEARANCE APPLICATION
CERTIFICATE OF COMPLIANCE
SAMPLE AGREEMENT

SECTION ONE - INTRODUCTION AND BACKGROUND

1.1 INTRODUCTION AND BACKGROUND

The Judiciary, State of Hawaii invites your company to submit a written proposal to provide Remote System Services and System Programming Support for the Z9 Mainframe and peripherals (3745, Token Ring removal, printers, tapes, SANS, HOD etc...). Included in the support services are Administration Support, Consultation, Installation, Configuration, Maintenance, Systems Project Support and Training Services to the staff of Judiciary's Information Technology & Communications Division (ITCD).

The Information Technology & Communications Division (ITCD) is the central office responsible for servicing the information technology needs of the Judiciary, State of Hawaii. The Judiciary has courts on islands of Hawaii, Maui, Lanai, Molokai, Oahu, and Kauai with multiple courts and offices on the majority of them. Supported applications range from basic office automation functions like word processing, e-mail, and electronic spreadsheets, to large, complex case management systems. The computer hardware required to run these applications also falls under the purview of ITCD and is equally diverse with hardware platforms running the gamut from mainframe to mini to microcomputer workstations and servers.

The Systems Services Branch of ITCD is responsible for the daily operations and the support of the mainframe hardware, software and peripherals that this RFP addresses.

1.2 SIGNIFICANT DATES

Advertisement	February 18, 2010
Deadline for Questions	4:30 p.m., March 3, 2010
Response to Written Questions	March 8, 2010
PROPOSALS DUE	4:00 p.m. HST, March 23, 2010
Tentative Notice of Award	March 25, 2010
Tentative Notice to Proceed	April 5, 2010

END OF SECTION ONE

SECTION TWO - SPECIFICATIONS

2.1 GENERAL INFORMATION

- 2.1.1 This Request for Proposal (RFP) solicits offers from vendors for providing assistance to staff in the form of Remote System Services and System Programming Support for the Z9 Mainframe Infrastructure. This assistance will be in the form of providing consultation, installation, configuration, administration, maintenance, systems project support and training services for these infrastructures, including, the z/9 system and its peripherals (IFL, 3745 controllers, token ring removal, etc), and application software (z/VM, VTAM, CICS, ADABAS, HOD, Linux, patch and system upgrades etc...) installed on this machine.
- 2.1.2 The primary focus of this RFP is the support of the following equipment in their roles as Mainframe infrastructure components:

Hardware		
z9 BC Capacity Marker-C01 Serial Number 83C40		
Product	Description	Qty
2096-R07	IBM System z9 Business Class	1
0084	HMC	1
0089	SE-Ethernet Switch	1
0114	Cargo Cage Airflow Cd	25
0155	Orbit CEC	1
0160	Fan-out Card	2
0161	MBA Fan-out Airflow	6
0323	STI-A8 Card Mother	1
0325	STI-MP Card Daughter	2
1115	Model R07	1
1502	2 GB Memory Card	4
2323	16 Port ESCON	2
2324	ESCON Channel Port	6
2699	Memory Airflow	4
2901	8GB LICCC Enabled Memory	1
3067	Support Element w/ Dual E	2
3322	FICON Express4 SX	2
3366	OSA-Express2 1000BASE-T E	2
4909	1-Way Processor C01	1
DS6800 w/400GB Usable + Dual TS1120 Tape Drives 12-2007		
IBM 3592 - Controller and Tape Drives		
IFL integrated Facility for Linux		
IBM 3745 Controllers		
IBM Token Ring		
Other Installed Hardware		

SOFTWARE
z/OS, z/MVS, z/VM, z/Linux
ACF/NCP
PSF for z/OS
ACF/SSP
Unix
Attachmate and HOD
Other installed systems software
COMPUTER ASSOCIATES (CA)
APAS/Insight
CA90's
CA-Spool
Intertest
PANVALET
PLEU
SORT
TOP Secret
VISION 80 / DYL280
IBM
CICS TS
COBOL for MVS & VM
InfoPrint - ACF/SSP
InfoPrint - AFP Font Collection for MVS
InfoPrint - PSF Compatibility Fonts
InfoPrint - PSF Base for os/390
InfoPrint - PPFA/370
InfoPrint - OGL/370
NCP
TIVOLI Netview and Storage Manager
z/OS SDSF
z/OS RMF
z/OS Communication Server
z/OS SDK for zOS (31 & 64-bit)
INNOVATION
FDR
ORACLE
ORACLE 9i Client
ORACLE Access Manager for CICS
SOFTWARE AG
ADABAS
NATL
NATL CICS Interface
NATL SECURITY
PREDICT

- 2.1.3 ITCD will appoint a Judiciary Project Lead, also known as the Officer-In-Charge (OIC) per definition in Section 1.16 of the Procedural Requirements. The contractor will take direction from the Judiciary Project Lead or Judiciary Project Lead's designee.
- 2.1.4 The Judiciary's normal business hours are from 7:45 am to 4:30 pm, Hawaii Standard Time, Monday thru Friday, except for State Holidays and furlough Days. The Contractor's work hours will be scheduled on an "As Needed" basis. A block of **500 normal business hours** and **100 after hours rates** will be purchased for the year to be used when requested by the Judiciary. If additional hours are required, additional blocks of hours may be purchased based on unit pricing. The Judiciary reserves the option to **ADD HOURS TO THIS CONTRACT** as needed (refer to 3.9.2 EXTENSIONS).
The Contractor will be allowed to work from an on-site or remote location with ITCD staff to perform any maintenance during regular and off-shift work hours. Maintenance designated for off-shift hours will need to be scheduled and planned. The Judiciary Project Lead will approve the maintenance plan and schedule the event.
- 2.1.5 **NORMAL CONTACT:** Normally, the Contractor is expected to work remotely on an "As Needed" basis with an expected return call of **4 Hours** if the word "**EMERGENCY**" is not stated in the initial contact. The Contractor will have the latitude to perform consultative studies or research in their own offices. Contractor hours will be reported weekly.
- 2.1.6 **EMERGENCY:** The Contractor will be expected to assist in **emergencies**. An "**EMERGENCY**" (which is stated in the initial contact) is an event in which service provided by the Mainframe or its peripherals is interrupted or is impaired. These emergencies may occur during off-shift hours. Resolution of these events may take hours and the Contractor will be expected to work continuously with ITCD staff until the event is resolved and service is satisfactorily resumed.
- In the event of an emergency, the expected Contractor response time will be as follows:
- a. The Contractor will respond to an initial emergency telephone call within **30 minutes** of the call.
 - b. ITCD staff will work with the Contractor to resolve the event over the phone or onsite.
- 2.1.7 The Contractor will be expected to assist ITCD staff in the installation, configuration, administration, maintenance, systems project support, monitoring, and training of all equipment that comprise the Mainframe infrastructure and its peripherals, including equipment that may be added in the future.
- 2.1.8 The Contractor will be expected to work closely with the ITCD staff to ensure the reliability and high availability of the Mainframe infrastructure. The Contractor will be expected to provide written recommendations for improvements. The Contractor will be expected to work with ITCD staff to implement any improvements which have been approved and scheduled.
- 2.1.9 Since the Contractor will be working on the Mainframe infrastructure, it is imperative that the Contractor have an intimate working knowledge of the equipment and software that comprise the Mainframe infrastructure. Any work performed on the Mainframe infrastructure has to ensure the continued effective and efficient function of the Mainframe applications.

2.2 GENERAL REQUIREMENTS

2.2.1 The Contractor must show all qualifications to provide consultation, installation, configuration, administration, maintenance (patch and system upgrades etc...) and monitoring services in all of the following:

- a. IBM z/9 Infrastructure and operating system software
- b. IBM 3745 and Token Ring and peripheral configuration and removal
- c. IBM z9 Mainframe with IFL enabled including using z/VM and Linux

If the contractor expects to fulfill the requirements with multiple staff, the contractor will need to ensure that the work is coordinated and communicated through a Contractor Project Leader.

The Contractor shall provide a complete and comprehensive list of staff that will be supporting this Contract. The Contractor will provide each staff's member specific expertise, level of that expertise, number of years gaining that expertise, and when that expertise was gained. This staffing group will be herein referred to as the Contractor Team.

The Contractor Project Leader will be responsible in ensuring that the correct Contractor Team member will be available for specific Projects and Tasks.

The Judiciary will reserve the right to request the removal of any Contractor's Team member. The Contractor will immediately replace that team member with another team member of equal or greater specific expertise, with the approval of the Judiciary Project Lead.

- 2.2.2 The Contractor must have recent (within the last five years) experience on the Mainframe infrastructure environment including hardware and software.
- 2.2.3 The Contractor must display a high degree of discipline. All work must be documented and logged. Documentation must be detailed and must satisfy the Judiciary Project Lead.
- 2.2.4 The Contractor must be skilled in both verbal and written communication.
- 2.2.5 The Contractor will be expected to perform knowledge transfer sessions to select ITCD staff to ensure that they will be able perform the functions listed in this RFP independently. Written documentation will be required as part of the knowledge transfer session.
- 2.2.6 The Contractor will be expected to evaluate system performance and recommend enhancements to improve performance. Recommendations will be in written form and will include findings, conclusions, alternatives, proposals, cost projections, and recommendations.
- 2.2.7 The Contractor will be expected to develop programs and scripts to help effectively and efficiently manage the processes on the servers. These programs and scripts will need to be documented in detail. The Contractor will be expected to explain, in detail, the logic behind these programs and scripts to select ITCD staff.
- 2.2.8 The Contractor will schedule and plan all work. Project plans and schedules will require approval from the ITCD Judiciary Project Lead.

END OF SECTION TWO

SECTION THREE - SPECIAL PROVISIONS

3.1 SCOPE

The contract for the Remote Mainframe system services and administration support includes: consultation, installation, configuration, maintenance, and training services as specified herein and shall be in accordance with these Special Provisions, Specifications, and the General Conditions.

3.2 JUDICIARY PROJECT LEAD

For the purposes of this Contract, Philip Trujillo, telephone (808) 538-5369, is designated Judiciary Project Lead.

3.3 TERM OF CONTRACT

The tentative term of the contract shall be for the period commencing on April 5, 2010 to March 31, 2011.

Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for four (4) additional twelve-month periods, without re-soliciting, upon mutual agreement in writing at least thirty (30) days prior to expiration.

The Judiciary may terminate the contract at any time upon sixty (60) days prior written notice.

3.4 OFFER PREPARATION

All responses must be typewritten on the offer forms provided and on any additional sheets required to meet the detailed responses as stated in the Specifications and/or Special Provisions and must be in accordance with the terms and conditions stated herein. All costs associated with this offer preparation are the sole responsibility of the Offeror. Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further consideration.

- 3.4.1. Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on OFFER FORM, page OF-2. Failure to do so may delay proper execution of the contract.
- 3.4.2. Quotation. Prices offered shall be based on delivery of products and services to Judiciary and shall include all applicable costs and taxes including the Hawaii General Excise Tax. If there is a discrepancy in the prices submitted, the unit price submitted will prevail. Further clarification is provided in SECTION FOUR - EVALUATION CRITERIA AND CONTRACTOR SELECTION.
- 3.4.3. Proposal Guaranty. A Proposal Guaranty is NOT required for this Request for Proposal.

- 3.4.4. Hawaii General Excise Tax License. In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on the offer form.
- 3.4.5. Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current **4.5%** rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.6. Joint Contractors. Offeror may subcontract portions of this project. Provide names and addresses of Joint Contractors/Subcontractors, of References, and of Local Representatives. Offeror shall be the Primary Contractor and be liable for all work performed under this project.
- 3.4.7. Wage Certification. Offeror shall complete and submit the attached Wage Certificate in the Bid Submission Packet, Section 5.3, by which the offerors certify that the services required, will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S., provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

The Contractor shall be obliged to notify its employees performing under this contract of the provisions of Section 103-55, H.R.S., and the current wage rate for public employees performing similar work.

Public Employee Wage Rates:

Present:

IT Specialist V (SR-24)

\$24.67/hr.

3.5 WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this RFP, or doubts as to the meaning of specifications, special provisions, general conditions, or evaluation and selection must be communicated in writing by the date indicated in the Significant Dates Section 1.2, to the following address:

The Judiciary, State of Hawaii
Financial Services Division
Attn: Jonathan Wong
1111 Alakea Street, 6th floor
Honolulu, HI 96813-2807

Fax: (808) 538-5802, or

[email:jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us)

Offeror may provide its express mail service account number or FAX number so that responses may be sent to Offeror with minimum delay. Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for Offeror's late receipt of responses to written questions due to carrier delays.

3.6 SUBMISSION OF OFFERS

Offerors shall submit three (3) copies (1 original, 2 copies) of their sealed Offer no later than the date and time indicated in Section 1.2, Significant Dates, to:

The Judiciary, State of Hawaii
Financial Services Division
Attention: Jonathan Wong
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

Offers on CD. As an option to submitting hard copies (orig. +2) of your entire offer packet, offers may be submitted on CD (3copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated in the Significant Dates section of this RFP.

Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated in the Significant Dates section of this RFP to the above Purchasing Specialist via Email or FAX.

Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

3.7 OFFEROR QUALIFICATION

3.7.1 Experience: At the time of offer and throughout the contract period, offeror shall have an established place of business located in Hawaii and be fully qualified to provide the stated services for Mainframe Systems Services Support infrastructure. Offeror and subcontractors shall have a minimum of Five (5) years experience with installing, configuring, administering, maintaining, and monitoring the same type of systems and software described in this RFP.

3.7.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of two (2) companies, preferably within the state of Hawaii, for which the Offeror has provided services for the servers and software listed in this RFP. All references must have been serviced within the past

three (3) years. The Judiciary reserves the right to contact any of the listed companies to inquire about the Offeror's performance. The Judiciary reserves the right to reject the offer submitted by any offeror who has not maintained and/or installed the types of servers and software as specified in this RFP and performed services that is similar in nature to services required in this RFP or whose performance on other jobs for this type of service has been proven unsatisfactory (See References section in OFFER FORM for further details).

- 3.7.3 Local Representative. Offeror shall have and identify a local representative (in Hawaii) in order to qualify for award. Local representative must have an office location in the state of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible for requests or system problems. Local representative shall be able to meet with the Judiciary and be available, accountable, and be responsible for the services on the Mainframe Systems infrastructure as specified in this RFP for the duration of the contract period. Failure on the part of the Offeror to meet this requirement shall result in rejection of proposal.

3.8 AWARD

- 3.8.1 Method of Award. Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary based on the evaluation criteria.
- 3.8.2 HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site:
<http://www.state.hi.us/tax/2006/a6.pdf> or
by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

- 3.8.3. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows: Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at <http://hawaii.gov/labor/forms/DCD-LIR27.pdf> or at the neighbor island DLIR District offices. The DLIR will return the form to the

Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR. and not the Judiciary. However, the certificate shall be submitted to the Judiciary.

3.8.4. Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.

The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

3.8.5. Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCS provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for **both contracting purposes and final payment**. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

3.8.6. Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

3.8.7. Insurance. The Contractor shall, at his own expense, procure and maintain in full force and effect throughout the term of the contract. The policy or policies of insurance maintained by Contractor shall provide the following limit and coverage:

1. Comprehensive General Liability Insurance (occurrence form) of \$2,000,000 combined single limit.
2. Workers' Compensation, Temporary Disability, Unemployment Insurance, and Prepaid Health Care to cover all of his employees working in any capacity in executing the contract.

Such insurance policies shall include a proviso whereby the insurer shall notify the Judiciary's Financial Services Administrator in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change. Furthermore, the policies shall name the Judiciary as additional insured.

Failure of the contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section."

3.9 CONTRACT EXECUTION AND EXTENSION

- 3.9.1 **Execution:** Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

- 3.9.2 **Extensions:** If option to extend for an additional period or to include additional hours is **mutually** agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be resolicited. All contract extensions are subject to the availability of funds.

- 3.9.3 **SAMPLE AGREEMENT:** A Sample Agreement is included as an attachment to the RFP, providing further contractual procedures (and if applicable, regarding Statements of Work).

3.10 PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of work specified.

3.11 PRICING INFORMATION AND ADJUSTMENTS

- 3.11. No price increase will be allowed during the initial one (1) year period of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.

3.11.2 Price escalation, if any, during the extended period shall not be more than five (5) percent for each of the previous years' contract price or is negotiated as set forth in the following provision:

Rate increases that are approved for the same services provided to other government agencies may be negotiated with the Judiciary for consideration.

3.12 INVOICING

Contractor shall submit, on a monthly basis, the original and three copies of the invoice to the Fiscal office at the address listed below:

The Judiciary, State of Hawaii
Office of the Administrative Director
Administration Fiscal Office
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

3.13 PAYMENT

Section 103-10, HRS, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods & services to make payment. For this reason, the Judiciary will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The Judiciary will not recognize any requirement established by the Offeror and communicated to the Judiciary after award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

3.14 CONTRACT STAFFING REQUIREMENTS

Personnel whose names and resumes are submitted in the offer shall not be removed from this project without prior approval of the Judiciary. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the Judiciary.

Personnel changes that are not approved by the Judiciary may be grounds for contract termination. The Judiciary shall have the right, and the Contractor will comply with, any request to remove personnel from all work on this project effective immediately upon notification by the Judiciary.

(See also Section 5 in the Offer Form for additional staffing requirements.)

3.15 TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.

2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All a and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be offset from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

3.16 LIQUIDATED DAMAGES

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of **ONE HUNDRED DOLLARS (\$100.00)** for each and every calendar day the vendor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the vendor.

3.17 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

3.18 INTERPRETATION OF PROVISIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

3.19 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

END OF SECTION THREE

SECTION FOUR - EVALUATION CRITERIA AND CONTRACTOR SELECTION

4.1 EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary based on the evaluation criteria in this section.

Each category will be assigned points. Total number of points used to score this proposal: **400 points**. The four categories are:

I.	Technical Capabilities	200 pts
II.	Added Value	50 pts
III.	Management of Contract and Subcontractors	50 pts
IV.	Proposed Pricing	100 pts

4.2 TECHNICAL CAPABILITIES - 200 POINTS

- A. **Hardware:** Describe in detail your knowledge of and experience on the installation, configuration, maintenance and monitoring of the following hardware. Include any documented procedures, processes or practices you have implemented to facilitate maintenance and monitoring. Note if these procedures, processes or practices were implemented on any mission critical systems, and list those mission critical systems:
1. IBM z/9 BC installation and maintenance.
 2. IBM z9 BC with IFL enabled.
 3. IBM 6800 hardware and its components or equivalent storage
 4. IBM Token Ring
 5. IBM 3745 hardware and its components or equivalent.
- B. **Software:** Describe in detail your knowledge of and experience on the installation, configuration, administration, maintenance and monitoring of the following software. Include any documented procedures, processes or practices you have implemented to facilitate maintenance and monitoring. Note if these procedure, processes or practices were implemented on any mission critical systems, and list those mission critical systems:
1. MVS, TSO, TSS, VTAM, HOD and software associated with an IBM z/9.
 2. IBM VM, SUSE Linux operating system on IBM z/9 with IFL or equivalent.
 3. IBM CICS Systems Support.
 4. ADABAS Database Support.
 5. Describe in detail your knowledge of and experience on the Lotus Notes platform on a z/9.

4.3 ADDED VALUE - 50 POINTS

- A. Describe in detail your certification and/or relationship with any of the vendors of the hardware or software that make up the IBM, z/9,VM, z/Linux infrastructure (i.e., IBM, Linux, etc.).
- B. If any of the proposed Contractor Team members is a Certified trainer on any of the hardware or software that make up the Hardware and/or Software this RFP address, list those members and their training certification.

4.4 MANAGEMENT OF CONTRACT AND SUBCONTRACTORS - 50 POINTS

- A. **Contract Team:** List the proposed Contract Team members and provide their role in the Contract and their qualifications to fulfill that role. Also note if they are employed by the contractor or whether they are subcontractors.
- B. **Emergency Service Calls:** Describe, in detail, how emergency service calls will be handled. Provide information on hierarchy of support (how calls can be escalated, what can be done if primary contact is unavailable, etc.) as well as when the Judiciary Project Lead can expect response and the kind of response the Judiciary Project Lead can expect. Be sure to distinguish between after hour calls and normal work hour calls.
- C. **Documentation:** Describe, in detail, if the Contractor has a methodology, on how all work performed will be documented and logged for review by the Judiciary Project Lead and other ITCD staff. It may be necessary to track history of work, therefore, maintaining a log of work performed is necessary.
- D. **Change Management:** Describe, in detail, the Contractor's methodology in managing changes and how it will be used in working on the Mainframe infrastructure. Provide examples of where the Contractor has employed this methodology.

4.5 PROPOSED PRICING - 100 POINTS

Price Quotes shall be stated in SECTION FIVE - OFFER FORM of this RFP.

Lowest Total of Hourly Rates will be awarded 100 points. All other cost proposals will be awarded points as follows:

- a. Points allocated to higher-priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

END OF SECTION FOUR

SECTION FIVE- OFFER FORM

PROVIDE MAINFRAME INFRASTRUCTURE SYSTEM SUPPORT: ADMINISTRATION SUPPORT, CONSULTATION, INSTALLATION, CONFIGURATION, MAINTENANCE, AND TRAINING SERVICES TO THE JUDICIARY, STATE OF HAWAII

Offeror: _____

Honolulu, Hawaii

Date: _____, 20____

Financial Services Administrator
The Judiciary, State of Hawaii
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes **TO PROVIDE REMOTE SYSTEMS PROGRAMMING AND SUPPORT SERVICES FOR THE Z9 MAINFRAME INFRASTRUCTURE. THIS INCLUDES, SYSTEM SUPPORT, ADMINISTRATION SUPPORT, CONSULTATION, INSTALLATION, CONFIGURATION, MAINTENANCE, SYSTEMS PROJECT SUPPORT AND TRAINING SERVICES TO THE JUDICIARY, STATE OF HAWAII.**

The undersigned represents: **(Check one only)**

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture

☐ Other _____

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code _____

Business address: _____

City, State, Zip Code _____

Date: _____

Respectfully Submitted,

Phone No.: _____

(x) _____
Authorized (Original) Signature

Fax No.: _____

Name and Title (Please Type or Print)

Email Address: _____

*

Exact Legal Name of Company (Offeror)

* If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

5.1 WRITTEN PROPOSAL

In a separate attachment to this Offer Form and following the format and categories of SECTION FOUR - EVALUATION CRITERIA, please provide the requested information and written proposal as to how you will meet the requirements and the specifications of the contract to provide Mainframe System Support: Administration Support, Consultation, Installation, Configuration, Maintenance, Systems Project Support and Training Services to the Judiciary, State of Hawaii

- | | | |
|------------------|------------------------|--------------|
| I. Section 4.2 | Technical Capabilities | (200 Points) |
| II. Section 4.3 | Added Value | (50 Points) |
| III. Section 4.4 | Management of Contract | (50 Points) |

(Note: Please refer to Section 3.4.1 of the Procedural Requirements attachment regarding designated confidential data.)

5.2 PRICE QUOTE: Estimated 600 hours

The following offer is hereby submitted to provide Mainframe System Support: Administration Support, Consultation, Installation, Configuration, Maintenance, Systems Project Support and Training Services to the Judiciary, State of Hawaii. Prices shall include all applicable costs and taxes including the Hawaii General Excise Tax. If additional hours are required, additional hours may be purchased based on unit pricing

IV. Section 4.5 Proposed Pricing (100 Points)

Description	(A) Hourly rate	(B) Estimated Block of hours per year	(C) Total estimated cost per Year (A) * (B)
Price Quote Regular Hours*	\$ per/hr	500 hours	\$
Price Quote After Hours*	\$ per/hr	100 hours	\$
Total*		600 hours	\$

*Price Quote specified above shall include all applicable taxes.

Note: See section 2.1.4 regarding additional hours (Judiciary may request additional hours at quoted hourly rates on an as needed basis).

5.3 ADDITIONAL INFORMATION

5.3.1 Contract Team

The Offeror certifies that the following is a complete list of all members of the Contract Team who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those listed shall be allowed to perform work on this project.

Provide the complete firm name, address and phone number of the joint or subcontractor. Any modification to this list, subsequent to the award of this contract must be approved by the Judiciary Project Lead.

Name	Address	Phone/Fax/ Email	Role/ Responsibility

5.3.2 References

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED OFFER.

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished Mainframe Consultation, Installation, and Maintenance services that is similar in nature and/or volume to services specified in the attached specifications. Refer to References section of the enclosed offer.

Company/Agency Name & Contact	Address	Phone/Fax/email

5.3.3 Name and Address of Local Representative

Company Name & Contact	Address	Phone/Fax/email

5.3.4 WAGE CERTIFICATE

Subject: REQUEST FOR PROPOSALS NO. J10080

Project Description: TO PROVIDE GENERAL LEDGER SOFTWARE AND SERVICES TO THE JUDICIARY, STATE OF HAWAII

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000.00, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work.
2. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

5.3.5 Technical Consultant and Representative Qualification/Security Form

Each Offeror and his personnel and subcontractors shall meet the experience qualifications as indicated in the Special Provisions of this Offer. Please have each technical consultant and representative who will be working on this project complete this form. Please explain fully and explicitly as possible to facilitate our evaluation of all individuals who will be working on this contract.

All individuals who will be working on-site or requiring access to Judiciary computer systems through this contract will have a security and background check done by the Judiciary.

Technical Consultant and Representative Qualification/Security Form

Please indicate your role in this contract:

- ☐ z/9 Hardware and peripherals, Systems Support Administrator
- ☐ z/9 Systems Software Support Administrator
- ☐ z/9 Applications Support Administrator
- ☐ z/9 VM, Linux Support Administrator
- ☐ _____ Technical Consultant

Your Full Name _____

Social Security Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Employer _____

Employer Business Address _____

Business Telephone Number _____

Business Fax Number _____

Residential Address - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Residential Telephone Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Date of Birth - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Number of years experience in the field as described in this RFP: _____

Names and Dates of previous employers for the last 5 years:

Dates _____ Employer _____

Dates _____ Employer _____

Dates _____ Employer _____

Describe in detail all related experiences and certifications as described in this RFP:

SECTION SIX - ATTACHMENTS

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS

PUBLICATION 1, INFORMATION ON HAWAII STATE TAXES

TAX CLEARANCE APPLICATION

CERTIFICATE OF COMPLIANCE

SAMPLE AGREEMENT